

RFP 200912573

STATE HEALTH ACCESS PROGRAM SUSTAINABILITY PLAN

REQUEST FOR PROPOSAL INSTRUCTION PACKAGE



Prepared by
State of Maine
Governor's Office of Health Policy & Finance

SCHEDULE OF DEADLINES

- 1. Bidders Conference: None**
- 2. Non-Binding Letter of Intent due by February 17, 2010.**
- 3. Questions are due by February 19, 2010. May be sent via e-mail.**
- 4. Response to questions will be posted by February 24, 2010.**

Request RFP Package, Written Questions, Letter of Intent, TO:

Trish Riley
Governor's Office of Health Policy & Finance
15 State House Station
Augusta, Maine 04333
Tel: 207-287-7442 e-mail: Trish.Riley@Maine.gov

Completed Proposals Due: March 3, 2010 2:00 p.m. EST

TO:

**Division of Purchases, Bureau of General Services
Burton M. Cross Building, 4th Floor, 111 Sewall Street
9 State House Station, Augusta ME 04333-0009**

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GOVERNOR'S OFFICE OF HEALTH POLICY & FINANCE

RFP

DIRIGO HEALTH MEDICAID WAIVER

Part I: INFORMATION ON SERVICES TO BE PURCHASED

A. General Information – Background

The Governor's Office of Health Policy and Finance (GOHPF) is seeking proposals for consulting services to assist in assuring sustainability of a recently awarded grant from the United States Department of Health and Human Services, Health Resources and Services Administration (HRSA), entitled the "State Health Access Program". This grant, which is awarded for one year with the opportunity for renewals for an additional four, will increase access for uninsured Mainers with incomes under 300% of the federal poverty level through two strategies. First, the Dirigo Health Agency will expand its capacity and establish an exchange to offer vouchers to part-time and direct care workers in large firms who have access to employer-based coverage but are unable to afford it. That initiative is scheduled to begin early in 2010. Second, the grant provides funding to develop a new product within the Dirigo Health Agency for part-time and direct care workers who work for businesses that do not offer coverage. However, that initiative is scheduled to begin later pending an analysis of the rate of uptake in the voucher program.

The grant further requires the engagement of stakeholders and a plan for sustainability to assure on-going support beyond the grant period. The Governor's Office of Health Policy and Finance administers the HRSA grant with a subcontract to the Dirigo Health Agency for product development. The GOHPF is responsible for the sustainability plan working with a Business Advisory Group, the Advisory Council on Health Systems Development and the Dirigo Health Agency Board of Trustees. The Governor's Office of Health Policy and Finance seeks a consultant or consultants to conduct two specific activities to assist in sustainability planning.

B. Description and Specifications of Work to be Performed

The Consultant(s) agrees to perform the following work and services. Consultant(s) must be willing to work collaboratively with Project Manager to revise workplan dependent upon outcome of national health reform, and any other opportunities. Bidders may elect to respond to one or both of these options and must provide separate budgets and workplans for each option.

1) Task 1: Feasibility Analysis for Possible Medicaid Waiver

a) Information. GOHPF seeks consultants to provide analysis and research regarding options available to Maine to seek a Medicaid waiver to expand the coverage available through the Dirigo Health Agency, both through the DirigoChoice program and the new exchange/voucher program. Consultants should have expertise and experience in Medicaid waivers and be able to provide analysis of the Massachusetts and Vermont waivers that achieved financing for their access initiatives for the same population, as well as an understanding of Maine's Medicaid Program (MaineCare). Maine's Department

of Health and Human Services will be a partner in this activity and will be responsible for developing and seeking the waiver as the single state Medicaid agency. Consultants will not be asked to draft the waiver or assist in advocating for it but rather to provide the necessary analysis, background and strategy to inform the state team about options available for waivers and the necessary background analysis and feasibility assessment to proceed. Our intent is to develop a waiver early in 2010. Work on this task must begin immediately.

b) Specifications of Work

- i) Meet with the GOHPF team to discuss the current Dirigo program, the HRSA grant and goals for a Medicaid waiver. Note that current funding available to the Dirigo Health Agency must be used to match federal Medicaid funds. No new state funds will be available for this purpose. Anticipated meetings: Monthly from March – December, 2010, as needed.
- ii) Examine the current Maine Medicaid program to determine feasible approaches for a Medicaid waiver and to achieve budget neutrality. April 1, 2010.
- iii) Review and summarize state initiatives such as Massachusetts and Vermont Medicaid waivers that support Commonwealth Care and Catamount and provide analysis for Maine to seek a federal waiver to support Dirigo Health Agency initiatives that provide subsidized coverage for people under 300% of the federal poverty limit, particularly for part-time and direct care workers. What lessons can be replicated in Maine? What other strategies are available for Maine? By: April 1, 2010.
- iv) Bidder should draft a preliminary workplan and timetable of activities that must be completed to achieve a Medicaid waiver. Questions to be addressed include but are not limited to:
 - 1) How would we determine budget neutrality? (Consultant(s) will be asked to develop an actuarial analysis to document budget neutrality if necessary.)
 - 2) Could DirigoChoice be deemed a Secretary approved benchmark plan for adults? Would wraparound be required? If so, how would those costs and administrative requirements be factored in?
 - 3) Could the Dirigo Health Agency be designated as an out-stationed entity to determine Medicaid eligibility to avoid a two-step process with the Dirigo Health Agency and Department of Health and Human Services? How?
 - 4) The Dirigo Health Agency has a fixed budget; could an 1115 waiver limit the number of eligibles for Medicaid match? If not, what other strategies can be implemented to manage the budget and maintain affordability?

Final workplan and analysis due within 2 months of project start.

- v) Provide on-going technical assistance to Maine throughout development of waiver application. By: December 31, 2010.

Note the funds in the grant do not support the drafting of a waiver or any advocacy to achieve it but rather to develop the necessary background and guidance to develop a successful waiver.

c. Delivery of Work and Services

- i) All work and services will be completed to the satisfaction of GOHPF. Contracts will be subject to retainage, in that 15% of **each** monthly invoice will be withheld until the end of the contract year. The Consultant must be in compliance with all terms of the contract including timeline for delivery of services. Determination of final payment will be made within 60 days at the end of the contract.
- ii) The following timeline for delivery of services will be required for Task I:
 - 1. Completed feasibility analysis for Medicaid waiver: No later than April 30, 2010.
 - 2. Technical assistance and research to support waiver development and application through 2010.

d. Competency of Consultant

- i) Applicants must document the experience of the project team with specific reference to specifications of work outlined in I(B)(1)(b) above.
- ii) Applicants must include a list of three references with names, titles, contact information, and brief description of relationship to the applicant.

e. Measurable Performance Indicators (Outcomes)

- i) Responsiveness to Project Team – Available for meetings and conference calls and willing to work collaboratively with team, and demonstrate a capacity to complete work.
- ii) Specific, detailed workplan timetable and budget to achieve project tasks.
- iii) Regular presentations to Project Team and advisory groups of stakeholders.
- iv) Task I -Specific Outcomes:
 - a) Feasibility analysis and approaches to secure Medicaid waiver, including lessons from Vermont and Massachusetts.
 - 2) Final workplan to assist Maine complete a timely and successful waiver.
 - 3) Actuarial analysis to assist in documenting budget neutrality once waiver approach is determined, if necessary.
 - 4) On-going technical assistance and support Project Team drafting and advancing waiver request.

2. Task 2: Sustainability Through National Reform and/or Shared Responsibility

a. Information. In addition to seeking Medicaid funds, GOHPF will examine opportunities available through federal reform and through a shared responsibility model. Should national reform be enacted, GOHPF seeks a consultant to assist in analyzing the new federal law and developing a detailed and comprehensive report on implications for Maine, options and tasks to implement the new opportunities provided by the federal law to assure sustainability of access initiatives. This analysis will be presented to the Business Advisory Group and the Advisory Council on Health Systems Development and will be incorporated into Maine's State Health Plan in June 2010, if possible.

Second, absent national reform, we seek consultants to develop a proposal to implement a shared responsibility model to sustain the Dirigo Health access reforms and, particularly, the initiatives supported for part-time and direct care workers through the HRSA grant. Analyses of shared responsibility will include proposals to establish an individual mandate and an employer contribution strategy that satisfies ERISA concerns and appropriately reflects the challenges of Maine's small businesses. Notably, the proposals now before the Congress exempt most businesses in Maine from the employer provisions. Similar considerations will be required in developing a strategy for Maine to achieve sustainable funding for access initiatives. GOHPF remains open to other ideas from consultants regarding feasible strategies to sustain the access initiatives of Dirigo Health Agency and the HRSA grant.

Applicants should have knowledge of current state initiatives, Medicaid waivers that increase access and individual and employer mandates. The successful applicant(s) will have access to all the information necessary to complete the analysis and will have a well-organized state team with whom to work.

b. Specifications of Work, With and Without National Reform

i. With National Reform

- 1) Meet with GOHPF within one (1) week of passage of any Federal reform to outline areas of specific opportunity for access expansions in Maine.
- 2) Develop detailed analysis of the federal health reform as enacted and its implications for the State of Maine in sustaining access initiatives. By: Within 2 months of enactment.
- 3) Assist GOHPF in drafting a proposed workplan to implement the National Reform for the State of Maine with timetable and tasks within 2. By: Within 2 months of enactment.
- 4) Draft State Health Plan chapter on implementation of National Reform outlining specific tasks and timelines. By: April 30, 2010 for draft; May, 2010 for final after public hearings, dependent upon enactment of Federal law.

ii. Without National Reform

- 1) Summarize initiatives in Massachusetts and Vermont and other states and localities regarding their success in individual mandate and employer mandates to achieve sustainable funding. By: April 1, 2010.

- 2) Develop a specific report on options available to Maine to develop a shared responsibility strategy to secure on-going funding for its initiatives, including an analysis of ERISA compliance. This analysis must include the strengths and weaknesses of each strategy and the potential impact on business, particularly small business, and individuals and detail activities required to implement in Maine. The analysis must include likely revenues generated. By: May 1, 2010.
- 3) Identify and test other feasible options to assure sustainability of access reforms. By: August 1, 2010.
- 4) Participate in regular meetings with the Business Advisory Group, the Advisory Council on Health Systems Development and the Dirigo Health Agency Board of Trustees to develop consensus on options.
- 5) Assist in drafting legislation to implement shared responsibility in Maine. By: December 2010.

c. Delivery of Work and Services

- i) All work and services will be completed to the satisfaction of GOHPF. Contracts will be subject to retainage, in that 15% of **each** monthly invoice will be withheld until the end of the contract year. The Consultant must be in compliance with all terms of the contract including timeline for delivery of services. Determination of final payment will be made within 60 days at the end of the contract.
- ii) The following timeline for delivery of services will be required for Task II:
 1. With National Reform
 - a. Analysis / implication report within two month of enactment on impact of Federal reform to Maine.
 - b. Draft proposed workplan to implement National Reform for the State of Maine with timetable and tasks, within two months of enactment.

[NOTE: Tasks and deadlines dependent upon Federal action. Task will not be funded unless nation reform is enacted.]

2. Without National Reform
 - a. Summarize mandates in Massachusetts and Vermont and make recommendations based on that experience for Maine. By: April 1, 2010.
 - b. Prepare final report and recommendations. By: September 1, 2010.

[NOTE: All tasks anticipate review by Project Team and various advisory groups. Bidders should identify availability to join meetings in person and by teleconference and costs associated. Bi-monthly meetings with advisory groups anticipated.]

d. Competency of Consultant

- i) Applicants must document the experience of the project team with specific reference to specifications of work outlined in I(B)(2)(b) above.
- ii) Applicants must include a list of three references with names, titles, contact information, and brief description of relationship to the applicant.

e. Measurable Performance Indicators (Outcomes)

- i) Responsiveness to Project Team – Available for meetings and conference calls and willing to work collaboratively with team.
- ii) Specific, detailed workplan, timetable and budget to achieve project tasks.
- iii) Regular presentations to Project Team and advisory groups of stakeholders.
- iv) Task II-Specific Outcomes:
 - 1. With National Reform
 - a) Complete an analysis of federal reform and implications and opportunities for Maine to sustain access initiatives.
 - b) Workplan for implementing Federal reform.
 - c) Draft state health plan chapter with specific tasks and timelines to implement national reform and assure sustainability of access initiatives.
 - 2. Without National Reform
 - a) Report on individual and employer mandates in other states and localities with lessons for Maine.
 - b) Report outlining options and activities required to implement them.

C. Funding

GOHPF is seeking proposals to carry out the requirements of this RFP for the anticipated contract period 3/15/10 to 12/31/10. Funding will come from the Governor's Office of Health Policy and Finance through a Federal grant from the Health Resources and Services Administration. **GOHPF reserves the right to make multiple awards under this Request for Proposals (RFP)** to extend awards annually for up to four years, depending on availability of Federal funds, and to fund all, part or none of the activities outlined in this RFP.

D. Eligible to Submit Bids

Consultant(s) eligible to submit bids should have a credible track record of providing consulting services that have achieved sustainable funding for access initiatives and have expertise in the

Medicaid waiver and individual and employer mandates in Massachusetts and Vermont and other states and localities, as appropriate. Consultants must be able to meet the timetable outlined in the contract.

E. Questions

1. It is the responsibility of each Bidder to examine the entire Request for Proposal, and to seek clarification in writing if you do not understand any information or instructions.
2. **Questions must be submitted in writing, and received by GOHPF as soon as possible, but in no event later than February 17, 2010.** Questions may be submitted by e-mail, fax, or regular mail. GOHPF assumes no liability for assuring accurate/complete fax or e-mail transmission and receipt.
3. Be sure to include a heading with the RFP Number and Title. It also would be most helpful to refer to a page number and paragraph relevant to the question presented for clarification.
4. **Send Questions To:**
Governor's Office of Health Care Policy & Finance
15 State House Station
Augusta, Maine 04333
Attn: Laurie E. Halligan
FAX: (207) 624-7608
E-mail: Laurie.E.Halligan@maine.gov
5. **Summary of Questions and Answers (Q&A):** Responses to all questions will be compiled in writing and will be distributed to all interested persons as soon as possible, and no later than **February 24, 2010**. Only those answers issued in writing by GOHPF will be considered binding.
6. After the Summary of Questions and Answers (Q&A) is distributed, no additional questions will be permitted except those that can be answered by referring to the RFP or the Q&A already issued.
7. We will notify all persons who have requested applications for this RFP, when the Summary of Questions and Answers (Q&A) report is ready, and may send copies by e-mail. In order to assure that you are on the mailing list to receive this and any other supplements issued, you must register your name and address information.

F. Letter of Intent

1. Bidders interested in submitting proposals may submit a Non-Binding Letter of Intent to Bid. Please submit letters via email or regular mail to GOHPF by **February 19, 2010**.
2. A Letter of Intent need not be more than one page. It is recommended that the letter be on the organization's letterhead. The following information is requested:
 - a. RFP number(s) and title

- b. Legal Name of Applicant
- c. Complete Mailing Address
- d. Chief Executive and/or Contact Person and Address (if different than chief executive)
- e. Telephone and Fax numbers, and e-mail, if applicable.
- f. Statement of Compliance with Eligibility Requirements of this RFP (Part I. D.)

Part II. PROPOSAL FORMAT AND SUBMISSION

A. General Format Instructions

1. Proposals must be **received** no later than: March 3, 2010-- **by 2:00 p.m. local time.** Proposals not received at the designated site by this deadline will not be accepted. **Postmarks do not count, and faxing of entire proposals is not permitted. We will not accept electronic mail transmissions of proposals.** Address your proposal to:

Bidder Name/Return Address

Division of Purchases
Burton M. Cross BLDG 4th Floor
111 Sewall ST
9 State House Station
Augusta ME 04333-0009

RFP 200710054: STATE HEALTH ACCESS PROGRAM SUSTAINABILITY PLAN

PLEASE NOTE: The address given above is a different State agency at a different location than the site(s) where the RFP Contact Person and the program administration are located. The sponsors of this RFP do not receive the proposals directly – they are logged in at this official delivery site, held until the filing deadline has passed, then the proposal packages are turned over to the sponsoring agency to be evaluated.

2. Mark each envelope (package) in the lower left corner with the RFP number and title.
3. The bidder must send **original and 10 copies of the complete application package.** One additional copy of the proposal must also be provided electronically on a CD, with the complete narrative in MS Word format. Each copy of the completed proposal may only be fastened by means of an expansion (paper clip style) or gripper (pinch type) clamp at the upper left-hand corner. Do not submit 3-ring binders or other types of fasteners.
4. Bidders must adhere to instructions and format requirements outlined in this RFP. All proposals must be typed or printed, single spaced and single sided, on **white** 8 1/2" x 11" paper, using a font no smaller than 12 point Times Roman.

Examples: This is 12-point Times Roman. 1 2 3 4 This is 11-point Arial. 1 2 3 4

5. All pages must be numbered consecutively beginning with number 1 on the first page of the narrative (NOT the cover page or any table of contents page) through to the end.
 - a. **The narrative is limited to 10 pages, total.** Draft workplan may be included as an does not count in page limit.
 - b. **The following will not be counted as narrative:** cover page and table of contents
 - c. **The bidder may not substitute additional attachments** beyond those specified above, for the purpose of extending their narrative response.
 - d. Project team must be clearly identified by task and competencies to address the tasks explicitly summarized. Resumes not to exceed 2 pages/each may be included as Appendix and will not count in page limit.
 - e. Appropriate references must be included by name, title, location with email and phone contacts and summarize references of reference.
6. It is the responsibility of the bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may result in disqualification of the proposal, or will result in a lower rating for the incomplete sections.
7. **Required Cover Page.** Complete and submit the proposal cover page attached with this RFP package (Appendix B), or prepare a facsimile thereof. The cover page must be the very first page of the proposal package. **Please do not add any other type of cover or title sheet, and please do not use any transmittal letter.** It is critical that the cover page show the specific information requested, including applicant address and a brief summary of the key features of the proposal -- the most important, basic facts about the proposed scope of the work and services.
8. The proposal shall be dated and signed by a person authorized to enter into contracts on behalf of the bidder. The cover page shall contain the following statement:

The undersigned is authorized by the Board of Directors [or other head official of the bidding organization] to enter into contractual obligations on behalf of the above- named organization. All information provided in the enclosed proposal, both programmatic and financial, is, to the best of my knowledge, complete and accurate at the time of submission.

B. Project Commencement

1. The bidders selected for contracts agree to be bound by the terms of the standard State contract, including the standard Riders B, C, D, and G (attached as Appendix A).
2. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Purchases Review Committee. "A contract is not considered fully executed and valid before completing final approval and encumbrance. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to bidders." (*Regulations of the Department of Administrative and Financial Services, Bureau of General Services, Division of Purchases: Ch. 110, 3.B.i.* URL: <http://www.maine.gov/purchases/policies/chap110.htm>) this provision means that a contract cannot be effective until at least 14 days after award notification.

3. GOHPF estimates having the contracts encumbered by **March 12, 2010**. The estimated official start date of the contracts will be March 15, 2010.

C. Disclaimer

Issuance of this RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to this request or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the bidder.

D. Proposal Evaluation and Selection

- 1) An evaluation team selected by GOHPF will review the proposals that meet the criteria outlined in Part I (B) of the RFP. Members of the evaluation team will include various individuals from the Office of MaineCare Services, the Governor's Office of Health Policy and Finance, Dirigo Health Agency and other stakeholders. The team will follow a consensus scoring procedure and scores will be assigned to each plan proposed. Separate review and scoring will be conducted for Task 1 and Task 2.
- 2) A comparative scoring process will measure whether each considered proposal achieves the following evaluation criteria in a satisfactory manner:
 - a) *Completeness (25 points)*: The proposal should respond to all the requirements in this RFP.
 - b) *Agreement to Specifications of Work (25 Points)*: The proposal must respond affirmatively to all specifications of work to be performed as outlined in Part I. B. Points will be deducted for no response or a response in the negative.
 - c) *Cost Factors (25 Points)*:
 - i) Proposals will be evaluated to assure maximum value for expenditure.
 - d) *Experiences and Competencies of Project Team (25 Points)*
 - i) Proposals will be reviewed to assure an experienced and competent project team, capable of meeting project deadlines demonstrating flexibility to respond to changing policy environment.
- 4) Officials responsible for selecting contractors will ensure that the selection process affords equal opportunity and appropriate consideration to respondents. Finalists may be invited to an in-person or teleconference meeting to clarify questions arising from proposal review prior to final award decision.
- 5) Final decisions regarding the award of the contracts will be made by the Director of GOHPF, subject to State Purchases Review Committee approval.
- 6) Notification of selection or non-selection will be made in writing, and forwarded by fax, if possible, with original letter to follow by regular mail.
- 7) Appeals

- a) An aggrieved bidder may request a stay of contract award and/or request a hearing of an appeal on a contract award decision, as described in Chapter 120, Rules of Appeal of Contract and Grant Award, issued by the Department of Administrative and Financial Services, Bureau of General Services.
 - b) See Web site: <http://www.maine.gov/purchases/policies/chap120.htm>
- 8) The contractor will comply with all reporting requirements as specified in the contract.

**GOHPF RESERVES THE RIGHT TO REFUSE
ANY AND ALL PROPOSALS, IN PART OR IN FULL**

Part III. OTHER REQUIREMENTS

A. General Terms and Conditions

1. Standard State Contract

The bidder selected for the award agrees to be bound by the terms of the standard State of Maine Agreement to Purchase Services (BP54-EO), a copy of which is attached as Appendix A. Submission of a proposal in response to this RFP will be understood as acceptance of the terms in Rider B of that Agreement. GOHPF reserves the right to negotiate with award recipients concerning the content of Rider A. In the course of negotiations, GOHPF may modify its specifications, but not to the extent that prospective bidders who did **not** respond to the original RFP might have done so as a result of the revised specifications.

2. Funding.

Funding for Task II, “With National Reform”, is dependent on federal action. In the event federal reform is not enacted, Task II will proceed with the criteria listed in the “Without National Reform” subsection, which will be funded through the HRSA grant.

APPENDIX A

STATE OF MAINE STANDARD STATE CONTRACT with RIDERS B, C, D and G

(Provided for your reference, only)

RIDER B
METHOD OF PAYMENT AND OTHER PROVISIONS

1. **AGREEMENT AMOUNT** \$
2. **INVOICES AND PAYMENTS** GOHPF will pay the provider as follows:

Monthly upon receipt of acceptable invoice.

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. GOHPF will process approved payments within 30 days.
3. **BENEFITS AND DEDUCTION** If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by GOHPF, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.
4. **INDEPENDENT CAPACITY** In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
5. **DEPARTMENT'S REPRESENTATIVE** The Agreement Administrator shall be GOHPF's representative during the period of this Agreement. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to GOHPF when payments under the Agreement are due and the amounts to be paid. He/she shall make decisions on all claims of the Provider, subject to the approval of the Commissioner of GOHPF.
6. **AGREEMENT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Provider shall be submitted to:

Name: Trish Riley
Title: Director
Address: Governor's Office of Health Policy and Finance
 15 State House Station
 Augusta, ME 04333

who is designated as the Agreement Administrator on behalf of GOHPF for this Agreement, except where specified otherwise in this Agreement.

The following is designated as the Program Administrator for this Agreement and shall be responsible for oversight of the programmatic aspects of this Agreement.

Name and Title: _____
Address: _____
Telephone: _____

E-mail address: _____

7. **CHANGES IN THE WORK** GOHPF may order changes in the work, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties and approved by the State Purchases Review Committee. Said amendment must be effective prior to execution of the work.
8. **SUB-AGREEMENTS** Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services thereunder.
9. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.
10. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Agreement, the Provider agrees as follows:
- a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
 - b. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
 - c. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The Provider shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.
 - e. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

- f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- g. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **EMPLOYMENT AND PERSONNEL** The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Provider shall not engage on a full-time, part-time or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the State Purchases Review Committee. Further, the Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of GOHPF who has not been retired for at least one year, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

12. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the State Purchases Review Committee. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

13. **WARRANTY** The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, GOHPF shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **ACCESS TO RECORDS** The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by GOHPF or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

15. **TERMINATION** The performance of work under the Agreement may be terminated by GOHPF in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of GOHPF. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which

such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination, and modified accordingly.

16. **GOVERNMENTAL REQUIREMENTS** The Provider warrants and represents that it shall comply with all governmental ordinances, laws and regulations.

17. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

18. **STATE HELD HARMLESS** The Provider agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as “claims”) resulting from or arising out of the performance of this contract by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as “person”) providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Agreement; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this contract; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) GOHPF’s negligence or unlawful act, or (ii) action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of GOHPF in accordance with this Agreement.

19. **NOTICE OF CLAIMS** The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

20. **APPROVAL** This Agreement must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document.

21. **LIABILITY INSURANCE** The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this state by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and GOHPF from suits. Providers insured through a “risk retention group” insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish GOHPF with written or photocopied verification of the existence of such liability insurance policy.

22. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

23. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

24. **INTEGRATION** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of Rider B (except for expressed exceptions to Rider B included in Rider C), followed in precedence by Rider A, and any remaining Riders in alphabetical order.

25. **FORCE MAJEURE** GOHPF may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. GOHPF may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

26. **SET-OFF RIGHTS** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Provider under this contract up to any amounts due and owing to the State with regard to this contract, any other contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

27. **ENTIRE AGREEMENT** This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

RIDER C **EXCEPTIONS TO STANDARD RIDER B**

No Exceptions to Rider B are granted under this agreement.

RIDER D

Additional Requirements

FY 08 Rev. 03/07

1. Audit. Funds provided under this Agreement to community agencies for social services are subject to the audit requirements contained in the Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP-III), Federal OMB Circular A-110, and may further be subject to audit by authorized representatives of the Federal Government, according to the Agreement Settlement Form (pro forma) contained in Rider F (if applicable). This provision does not apply to contracts that provide only MaineCare seed funds. Please see <http://www.maine.gov/sos/cec/rules/10/chaps10.htm> for details on this requirement.

2. Reporting Suspected Abuse/Neglect. The Provider shall comply with the DHHS rules for reporting abuse or neglect of children or adults pursuant to 22 MRSA §§ 3477 and 4011-A. In addition, the Provider agrees to follow the DHHS rules on reportable events pursuant to 14-197 CMR ch. 9.

3. Confidentiality. The provider shall comply with Federal and State statutes and regulations for the protection of information of a confidential nature regarding all persons served under the terms of this Agreement. In addition, the provider shall comply with Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, titled "Administrative Simplification" and the rules and regulations promulgated thereunder.

To the extent the Provider is considered a Business Associate under HIPAA, the Provider shall execute and deliver in form acceptable to GOHPF a Business Associate agreement (BA agreement). The terms of the BA agreement shall be incorporated into this Agreement by reference. GOHPF shall have recourse to such remedies as are provided for in this Agreement for breach of contract, in the event the Provider either fails to execute and deliver such BA agreement to GOHPF or fails to adhere to the terms of the BA Agreement.

4. Lobbying. No Federal or State appropriated funds shall be expended by the Provider for influencing or attempting to influence, as prohibited by state or federal law, an officer or employee of any Federal or State agency, a member of Congress or a State Legislature, or an officer or employee of Congress or a State Legislature in connection with any of the following covered actions: the awarding of any agreement; the making of any grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any agreement, grant, or cooperative agreement. The signing of this Agreement fulfills the requirement that providers receiving over \$100,000 in Federal or State funds file with GOHPF with respect to this provision.

If any other funds have been or will be paid to any person in connection with any of the covered actions specified in this provision, the Provider shall complete and submit a “Disclosure of Lobbying Activities” form available at <http://www.whitehouse.gov/omb/grants/#forms>.

5. Drug-Free Workplace. By signing this agreement, the Provider certifies that it shall provide a drug-free workplace by: publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition; establishing a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the grantee’s policy of maintaining a drug-free workplace, available drug counseling and rehabilitation programs, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; providing a copy of the drug-free workplace statement to each employee to be engaged in the performance of this agreement; notifying the employees that as a condition of employment under the agreement the employee will abide by the terms of the statement and notify the employer of any criminal drug conviction for a violation occurring in the workplace no later than five days after such conviction.

The provider shall notify the state agency within ten days after receiving notice of criminal drug convictions occurring in the workplace from an employee, or otherwise receiving actual notice of such conviction, and will take one of the following actions within 30 days of receiving such notice with respect to any employee who is so convicted: take appropriate personnel action against the employee, up to and including termination, or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

6. Debarment and Suspension. By signing this agreement, the Provider certifies to the best of its knowledge and belief that it and all persons associated with the agreement, including persons or corporations who have critical influence on or control over the agreement, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

The Provider further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.

7. Environment Tobacco Smoke. By signing this agreement, the Provider certifies that it shall comply with the Pro-Children Act of 1994, P.L. 103-227, Part C, which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee. The law does not apply to children’s

DIRIGO HEALTH MEDICAID WAIVER
Request for Proposal

services provided in private residences, facilities funded solely by Medicare or MaineCare funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Also, the provider of foster care services agrees that it will comply with Resolve 2003, c. 134, which prohibits smoking in the homes and vehicles operated by foster parents.

8. Medicare and MaineCare Anti-Kickback. By signing this agreement, the Provider agrees that it shall comply with the dictates of 42 U.S.C. 1320a-7b(b), which prohibits the solicitation or receipt of any direct or indirect remuneration in return for referring or arranging for the referral of an individual to a provider of goods or services that may be paid for with Medicare, MaineCare, or state health program funds.
<http://www.gpoaccess.gov/uscode/index.html>

9. Publications. When issuing reports, brochures, or other documents describing programs funded in whole or in part with funds provided through this agreement, the Provider agrees to clearly acknowledge the participation of GOHPF in the program. In addition, when issuing press releases and requests for proposals, the Provider shall clearly state the percentage of the total cost of the project or program to be financed with agreement funds and the dollar amount of agreement funds for the project or program.

10. Motor Vehicle Check. The Provider shall complete a check with the Bureau of Motor Vehicles on all of Provider's staff and volunteers who transport clients or who may transport clients. This check must be completed before the Provider allows the staff person or volunteer to transport clients, and at least every two years thereafter. If the record of a staff member or volunteer contains an arrest or conviction for Operating under the Influence or any other violations which, in the judgment of the Provider, indicate an unsafe driving history within the previous three (3) years, the Provider shall not permit the staff member or volunteer to transport clients. The Provider shall implement appropriate procedures to ensure compliance with the requirements of this section.

11. Ownership. All notebooks, plans, working papers, or other work produced in the performance of this Agreement, that are related to specific deliverables under this Agreement, are the property of GOHPF and upon request shall be turned over to GOHPF.

12. Software Ownership. Upon request, the State and all appropriate federal agencies shall receive a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to do so, all application software produced in the performance of this Agreement, including, but not limited to, all source, object, and executable code, data files, and job control language, or other system instructions. This requirement applies only to software that is a specific deliverable under this Agreement, or is integral to the program or service funded under this Agreement, and is primarily financed with funding provided under this Agreement.

13. Exceptions to OMB Circulars for non-Federally-funded activities.

a. Bad Debt. Bad debt is defined as the operating expense incurred because of the failure to collect receivables, and the related costs to collect. Bad debts must be offset against identified non-State, non-Federal, unrestricted revenue. The provider must make a good faith effort to collect the receivable (e.g. through billing, pursuing through a collection agency, etc.)

b. Interest Expense

i. Per A-122, paragraph 23: costs incurred for interest on borrowed capital are unallowable. Interest on debt incurred after 9/29/95 to acquire or replace capital assets is allowable.

ii. DHHS exception allows interest on borrowed capital on or before 9/29/95 to be prorated and offset against DHHS agreement State revenue and other unrestricted non-Federal revenue.

(Note: interest incurred for short term cash flow loans can be offset using non-State, non-Federal unrestricted revenue).

c. Travel. The reimbursement rate for mileage charged to DHHS funded programs cannot exceed the reimbursement rate allowed for state employees. (5 M.R.S.A. §1541(13)(A).

d. Any other exceptions to OMB Circular A-122 are allowable only with prior written approval from GOHPF, and must be offset against identified unrestricted non-Federal revenue.

a. any criminal conviction that involves client abuse, neglect or exploitation;

b. any criminal conviction in connection to intentional or knowing conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person;

c. any criminal conviction resulting from a sexual act, contact, touching or solicitation in connection to any victim; or

d. any other criminal conviction, classified as Class A, B or C or the equivalent of any of these, or any reckless conduct that caused, threatened, solicited or created the substantial risk of bodily injury to another person within the preceding two years. Employment of persons with records of such convictions more than two years ago is a matter within the Provider's discretion after consideration of the individual's criminal record in relation to the nature of the position.

The Provider shall contact child protective services units within State government to obtain any record of substantiated allegations of abuse, neglect or exploitation against an employment applicant before hiring the same. In the case of a child protective services investigation substantiating abuse, neglect or exploitation by a prospective employee of the Provider, it is the Provider's responsibility to decide what hiring action to take in response to that substantiation, while acting in accordance with licensing standards.

Providers are not required to obtain records from child protective services for employees who a) do not provide services to children, and b) work in settings where there is on site supervision at all times.

17. Provider Responsibilities/Sub agreements. The Provider is solely responsible for fulfillment of this Agreement with GOHPF. The Provider assumes responsibility for all services offered and products to be delivered whether or not the Provider is the manufacturer or producer of said services.

a. Sub-agreements

1. All sub-agreements must contain the assurances enumerated in Sections 10, 11, and 12 of Rider B and Sections 4, 5, 6, 7 of Rider D;
2. All sub-agreements must be signed and delivered to GOHPF's Agreement Administrator within five (5) business days following the execution date of the sub-agreement.

b. Relationship between Provider, Subcontractor and Department: The Provider shall be wholly responsible for performance of the entire agreement whether or not subcontractors are used. Any sub-agreement into which the Provider enters with respect to performance under this Agreement shall not relieve the Provider in any way of responsibility for performance of its duties. Further, GOHPF will consider the Provider to be the sole point of contact with regard to any matters related to this Agreement, including payment of any and all charges resulting from this Agreement. GOHPF shall bear no liability for paying the claims of any subcontractors, whether or not those claims are valid.

c. Liability to Subcontractor: The requirement of prior approval of any sub-agreement under this Agreement shall not make GOHPF a party to any sub-agreement or create any right, claim or interest in the subcontractor or proposed subcontractor against GOHPF. The Provider agrees to defend (subject to the approval of the Attorney General) and indemnify and hold harmless GOHPF against any claim, loss, damage, or liability against GOHPF based upon the requirements of Rider B, Section 18.

18. Renewals. This Agreement may be renewed at the discretion of GOHPF.

19. No Rule of Construction. The parties acknowledge that this Agreement was initially prepared by GOHPF solely as a convenience and that all parties hereto, and their counsel, have read and fully negotiated all the language used in the Agreement. The parties acknowledge that, because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party because such party drafted this Agreement.

20. Conflict of Interest. The Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants that in the performance of this Agreement, no person having any such known interests shall be employed. [See also Rider B, #11 and #12]

RIDER G
IDENTIFICATION OF COUNTRY
IN WHICH CONTRACTED WORK WILL BE PERFORMED

Please identify the country in which the services purchased through this contract will be performed:

- ☐ **United States. Please identify state: _____**
- ☐ **Other. Please identify country: _____**

Notification of Changes to the Information

The Provider agrees to notify the Division of Purchases¹ of any changes to the information provided above.

¹ Resolve, Chapter 16, First Special Session-2005.

APPENDIX B
Proposal Cover Page

DIRIGO HEALTH MEDICAID WAIVER
Request for Proposal

PROPOSAL COVER PAGE

RFP:

Applicant/Agency:		
Chief Executive Name/Title:		
TEL:	FAX:	E-mail:
Street Address:		
City/State/Zip:		
Program Manager		Lead Person: Proposal Preparation
Name:		Name:
Address:		Address:
TEL:		TEL:
Fax:		Fax:
e-mail:		e-mail:

PROPOSAL SUMMARY

Please summarize your proposal in the space below. Please give a concise description of the project (title, if appropriate), target population, geographic area served, and any other key facts. Attach this form to your narrative and budget forms.

Amount of Funding Requested	\$
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The undersigned is authorized by the Board of Directors *[or other head official of the bidding organization]* to enter into contractual obligations on behalf of the above-named organization. All information provided in the enclosed proposal, both programmatic and financial, is, to the best of my knowledge, complete and accurate at the time of submission.

Authorized Signature	Date	Name and Title (Typed)
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